

REMARKS

Claims 1-36 are pending in this application. Reconsideration of the pending claims is respectfully requested.

“A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). During patent examination, the pending claims must be “given their broadest *reasonable* interpretation consistent with the specification.” *In re Hyatt*, 211 F.3d 1367, 1372, 54 USPQ2d 1664, 1667 (Fed. Cir. 2000, emphasis added). This means that the words of the claim must be given their plain meaning unless applicant has provided a clear definition in the specification. *In re Zletz*, 893 F.2d 319, 321, 13 USPQ2d 1320, 1322 (Fed. Cir. 1989). “[T]he ordinary and customary meaning of a claim term is the meaning that the term would have to a person of ordinary skill in the art in question at the time of the invention, i.e., as of the effective filing date of the patent application.” *Phillips v. AWH Corp.*, 415 F.3d 1303, 75 USPQ2d 1321 (Fed. Cir. 2005) (en banc).

Claim 1 recites a method comprising creating a plurality of templates, and expanding at least one template at a central location. At issue is the meaning of the term “expand” as it relates to a “template.” The Examiner contends that Rothermel et al. teaches expanding a template at a central location and Applicant notes that the Examiner placed the term “expansion” in quotes (Final Office Action page 2) to seemingly call attention to the interpretation of the term. The Applicant respectfully disagrees that Rothermel et al. teaches expanding a template at a central location, and believes that the Examiner has giving the claim term “expand” an interpretation that is broader than is reasonable in light of the specification.

Applicant believes that the Examiner is relying on the following two sentences of the reference. Rothermel et al. states that “FIGS. 3C-3H provide exemplary graphical user interface screens such as may be provided by a manager device to assist in defining security policy templates.” (col. 10 line 66 – col. 11 line 1). Rothermel et al. continues that “a variety of aliases are available to be used in creating security policy templates.” (col. 11 lines 2-3). The Examiner

seems to be suggesting that in Rothermel et al., when a user is in the process of defining a template and selects an alias, the template is expanded. Here, the Examiner is interpreting the term “expand” according to the common dictionary definition to mean “to increase in extent, size, volume, or scope.”

However, as noted above, the ordinary and customary meaning of a claim term is the meaning that the term would have *to a person of ordinary skill in the art* in question at the time of the invention. Here, the field of art is clearly computer science, as the application relates to “a distributed network having multiple servers and other devices that are provisioned or configured for support and hosting of sites and/or resources on the Internet, intranets, and other communications networks.” (Specification at page 1 lines 5-8). Applicant submits herewith the declaration of Ray Suorsa regarding the meaning that the term “expand” would have to a person of ordinary skill in the art of computer science when used in conjunction with the term “template.”

As noted in the declaration, one of ordinary skill in the art at the time of the invention would have understood that to “expand” a template means to use the template. This definition is consistent with the specification of the present application which provides, for example, that “the templates are expanded to create an XML document” (Specification at page 9 line 29). Here, expanding a template means to *use the template* to create an XML document.

When the term “expand” is given its broadest reasonable interpretation, i.e., the meaning that the term would have to a person of ordinary skill in the art of computer science, it is clear that Rothermel et al. does not teach, expressly or inherently, the limitation of expanding at least one template at a central location. The portions of Rothermel et al. relied on by the Examiner clearly teach “defining” and “creating” templates at a central location but do not teach or suggest using those templates at the centralized location. On the other hand, Rothermel et al. quite clearly teaches using the templates at decentralized locations, namely, at multiple network security devices (NSDs). For example, the Abstract states that “[t]he system allows the manager device to create a consistent security policy for the multiple NSDs *by distributing a copy of a security policy template to each of the NSDs* and by *then configuring each copy of the template*

with NSD-specific information.” (emphasis added). The Summary (col. 3 lines 31-35), and the Detailed Description (col. 4 lines 32-38) recite essentially the same methodology of creating a template at a centralized location, distributing the template, and then using the template at each of the NSDs.

In view of the above, Applicant requests that the Examiner withdraw the rejections of claims 1-36 under 35 U.S.C. §102(b).

Applicant also wishes to point out certain dependent claims that are further patentable over Rothermel et al. In particular, claims 15, 23, and 32 recite that the document is an XML document. Applicant notes that the limitation is not expressly recited by Rothermel et al. The Examiner has suggested that an address in HTTP reads on the limitation of an XML document. In the telephonic interview on November 30, 2006, Applicant distinguished XML from HTTP. Applicant pointed out that XML (eXtensible Markup Language) is a language that allows for the creation of customized tags when creating documents that offer flexibility in organizing and presenting information. In contrast, HTTP (Hypertext Transfer Protocol) is a protocol used to carry requests from a browser to a Web server and to transport pages from the Web server back to the requesting browser. Since XML is a language and not a protocol, an address in HTTP does not read on the limitation of an XML document. Applicant contends that claims 15, 23 and 32, which recite an XML document, are therefore further patentable over Rothermel et al.

Applicant also traverses the Examiner’s contention on page 7 of the non-final Office Action dated January 30, 2006, that claims 22-36 “are directed to the same method as found in claims 1-21 in slightly reworded form.” Applicant particularly cites to claims 28 and 29 as examples of claims that recited limitations that are not slightly reworded variants of previously examined claims. Claim 28, for instance, recites that “a template in said second category inherits policies contained in a template of said first category.” Applicant notes that Rothermel et al. does not discuss inheritance and that this limitation has no analog in claims 1-21. Likewise, claim 29 adds the further limitation to claim 28 that “the inheritance can be selectively disabled.” Here, too, selective disablement has no analog in claims 1-21. Accordingly, Applicant contends that claims 22-36 have never been properly examined and that at least claims 28 and 29 are further patentable over Rothermel et al.

All pending claims are now allowable and Applicant therefore respectfully requests a Notice of Allowance from the Examiner. Should the Examiner have questions, the Applicant's undersigned agent may be reached at the number provided.

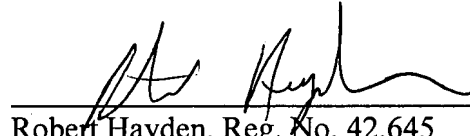
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7/23/07

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